delivery to the wrong consignee." Regardless of other aspects of the case, it seems clear that the essential element of conversion, viz., an exercise of dominion over goods to the exclusion of, or inconsistent with, the right of the true owner (COOLEY, TORTS (3rd Ed.) 859; *Foulds* v. *Willoughby*, 8 M. & W. 540) is not present, since immediately upon delivery to it the carrier held the goods as the agent and bailee of the consignee, who at that time became the true owner (35 CYC. 193; *United States* v. *R. P. Andrews & Co.*, 207 U. S. 229, 240; *Kessler* v. *Smith*, 42 Minn. 494; *Scharff* v. *Meyer*, 133 Mo. 428, 54 Am. St. Rep. 672, and note); and at no time subsequent to his delivery of the goods to defendant did the plaintiff have such a title or right as would entitle him to sue for conversion (COOLEY, TORTS (3rd Ed.) 848; *Liptrot* v. *Holmes*, 1 Kelly 381; *Locke* v. *Schreck*, 54 Neb. 472, 74 N. W. 970).

CARRIERS—NOTICE OF CLAIM TO CONNECTING CARRIER—CARMACK AMENDMENT.—Plaintiff shipped cattle via defendant's railroad and a connecting line. A stipulation in the bill of lading provided that the shipper, as a condition precedent to his right to recover for loss or injury in transit, should give notice in writing of his claim to some officer or agent "of said company" before the cattle were removed from the place of destination or mingled with other stock. Plaintiff failed to give such notice, but the Montana court held that the requirement was unreasonable and void, because there was no agent of defendant company available at the destination upon whom such notice could be served. On writ of error to the United States Supreme Court, the judgment was reversed on the ground that notice might validly have been given to the connecting carrier, and that the stipulation was therefore reasonable. *Northern Pacific Railway Co.* v. *Wall*, 36 Sup. Ct. 493.

Before the CARMACK AMENDMENT (34 Stat. at L. 584, Ch. 3591; Comp. Stat. 1913, § 8592) there was a diversity of legislation and decisions as to the validity of stipulations in bills of lading requiring notice of claim to be presented within a limited time. Such provisions, in the absence of statute, were usually held valid if reasonable; but there was variety of judicial opinion as to what constituted reasonableness. Stipulations similar to that in the principal case, in terms requiring notice of claim to be given to the initial carrier, were held unreasonable and void by some courts (*Coles* v. *Louisville, E. & St. L. R. Co.*, 41 Ill. App. 607; *Engesether* v. *Great Northern Ry. Co.*, 65 Minn. 168, 68 N. W. 4; *Smitha* v. *Louisville & N. R. Co.*, 86 Tenn. 198, 6 S. W. 209; *Good* v. *Galveston, H. & S. A. Ry. Co.*, 4 L. R. A. 801, 11 S. W. 854; *Houston & T. C. R. Co.* v. *Davis*, 11 Tex. Civ. App. 24, 31 S. W. 308) and by others illegal and void on statutory or constitutional grounds (*Ohio & M. Ry. Co.* v. *Tabor*, 98 Ky. 503, 36 S. W. 18; *Grieve* v. *Ill. Cent. R. Co.*, 104 Ia. 659, 74 N. W. 192). Some cases unheld such stipulations, though apparently considering that notice to the connecting carrier would not be sufficient (*Selby* v. *Wilmington & W. R. Co.*, 113 N. C. 588, 18 S. E. 88, 37 Am. St. Rep. 635; *Texas & P. R. Co.* v. *Scrivener*, 2 Willson, Civ. Cas. Ct. App. 330); and a few decisions, on the same reasoning as the principal case, held such provisions reasonable and valid on the ground that the connecting carrier was the agent of the initial carrier and that notice to it was sufficient

(*Wichita & W. Ry. Co.* v. *Koch*, 47 Kan. 753). See generally *Baldwin* v. *Chicago, R. I. & P. Ry. Co.*, (Iowa 1916), L. R. A. 1916 D, 335, and note. The CARMACK AMENDMENT, by virtue of the broad interpretation it received at the hands of the Supreme Court in *Adams Exp. Co.* v. *Croninger*, 226 U. S. 491, 44 L. R. A. N. S. 257, and other cases immediately following, superseded and abrogated all state laws on the subject insofar as they affected interstate commerce, and since that amendment a stipulation requiring notice of claim to be given or suit to be brought within a limited time is valid even though (as in the principal case) such a stipulation is declared void by a state statute (*Mo. K. & T. R. R. Co.* v. *Harriman*, 227 U. S. 657). The CUMMINS AMENDMENT of 1915 (38 Stat. at L. 1196) expressly recognizes the validity of such provisions, and provides a minimum time of ninety days within which notice of claim may be required. The doctrine of *Boston & M. R. Co.* v. *Hooker*, 233 U. S. 97, 34 Sup. Ct. 526 is applicable to regulations of this nature, and the burden is on the shipper to prove that the schedules of rates and regulations was not properly filed with the Interstate Commerce Commission (*Cincinnati, N. O. & T. P. R. Co.* v. *Rankin*, 36 Sup. Ct. 555). The provisions of the contract of transportation cannot be waived; but, on the other hand, a very slight performance on the part of the shipper is held to be notice and a compliance with the stipulation—as, a telegram (*Georgia, F. & A. R. Co.* v. *Blish Milling Co.*, 36 Sup. Ct. 541). Prior to the CARMACK AMENDMENT, also, it had been decided that in cases of shipments over several connecting lines each carrier was the agent of the others if there was a "through contract" (*Mo. Pac. Ry. Co.* v. *Twiss*, 35 Neb. 267; *Southern Pac. Co.* v. *Duncan*, 16 Ky. Law Rep. 94), but there was a diversity of authority as to what constituted a through contract, some courts holding that the mere acceptance of goods directed to a point not on the line of the receiving carrier was prima facie a through contract (*Ill. Cent. R. R. Co.* v. *Frankenberg*, 54 Ill. 88), others that an express agreement for through transportation was necessary (*Myrick* v. *Mich. Cent. R. R. Co.*, 107 U. S. 102, 1 Sup. Ct. 425). Where there was a through contract, notice to the connecting carrier was considered by some courts notice to all (*Wichita & W. Ry. Co.* v. *Koch*, supra) but not when the shipment was made on independent contracts (*Houston & T. C. R. R. Co.* v. *Mayes*, 44 Tex. Civ. App. 31, 97 S. W. 318). An important effect of the CARMACK AMENDMENT was to constitute the connecting carrier, in all cases of interstate shipment over more than one line, the agent of the initial carrier for the purpose of completing the transportation and delivering the goods (*Atlantic Coast Line R. Co.* v. *Riverside Mills*, 219 U. S. 186, 196, 206, 55 L. Ed. 167, 178, 182, 31 L. R. A. (N. S.) 7, 31 Sup. Ct. 164; *Galveston, H. & S. A. R. Co.* v. *Wallace*, 223 U. S. 481, 491, 56 L. Ed. 516, 523, 32 Sup. Ct. 205). In the principal case this relation is held to extend to make the connecting carrier the agent of the initial carrier for the purpose of receiving a stipulated notice of claim, in terms required to be given to the initial carrier. See also *Gulf, C. & S. F. Ry. Co.* v. *Bogy* (Texas 1915), 178 S. W. 577; *Norfolk & W. Ry. Co.* v. *A. J. Steele & Son*, 117 Va. 788, 86 S. E. 124; *Aydlett* v. *Norfolk So. Ry. Co.* (N. C. Oct. 1916), 88 S. E. 1000.